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11 Attorneys for Defendants
12 THE GEO GROUP, INC., CITY OF ADELANTO,
13 CAMPOS, and DIAZ
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16 UNITED STATES DISTRICT COURT
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18 CENTRAL DISTRICT OF CALIFORNIA

19 OMAR ARNOLDO RIVERA
20 MARTINEZ; ISAAC ANTONIO
21 LOPEZ CASTILLO; JOSUE
22 VLADIMIR CORTEZ DIAZ; JOSUE
23 MATEO LEMUS CAMPOS;
24 MARVIN JOSUE GRANDE
RODRIGUEZ; ALEXANDER
ANTONIO BURGOS MEJIA; LUIS
PEÑA GARCIA; JULIO CESAR
BARAHONA CÓRNEJO, as
individuals,

25 Plaintiffs,

26 v.

27 THE GEO GROUP, Inc., a Florida
28 corporation; the CITY OF
ADELANTO, a municipal entity; GEO
LIEUTENANT DIAZ, sued in her
individual capacity; GEO
SERGEANT CAMPOS, sued in his
individual capacity; SARAH JONES,
sued in her individual capacity; THE
UNITED STATES OF AMERICA;
CORRECT CARE SOLUTIONS,
INC.; and DOES 1-10, individuals,

Defendants.

Case No. 5:18-cv-01125-SP

**DECLARATION OF JAMES HART
IN SUPPORT OF DEFENDANTS'
MOTION FOR SUMMARY
JUDGMENT OR, IN THE
ALTERNATIVE, SUMMARY
ADJUDICATION**

Magistrate
Judge: Honorable Sheri Pym

1 I, JAMES HART, declare as follows:

2 1. I have personal knowledge of the matters set forth herein, except as to
 3 those matters stated on information and belief, and would competently testify
 4 thereto if called and sworn as a witness. This declaration is made in support of
 5 Defendants' motion for summary judgment or, in the alternative, summary
 6 adjudication.

7 2. From January 2005 to 2015, I was the City Manager of the City of
 8 Adelanto ("City"). In my capacity as the City Manager, I served as the Chief
 9 Executive Officer for the City and coordinated the various functions of City
 10 government, as directed by the City Council. This included approving and signing
 11 various contracts.

12 3. In June 2010, The GEO, Group, Inc. ("GEO") purchased the Adelanto
 13 Community Correctional Facility (ACCF) with the intent of entering into a contract
 14 with either the Federal Government to house Federal inmates or the State of
 15 California to house female inmates. Per the agreement between the City and GEO
 16 that was created when GEO purchased ACCF, if GEO was able to directly
 17 negotiate an agreement with the Federal Government, Department of Homeland
 18 Security (as opposed to a Request for Proposal process) the City would act as the
 19 agent for the Intergovernmental Services Agreement ("IGSA").

20 4. Thereafter, GEO was able to secure an agreement with the Federal
 21 Government, Department of Homeland Security, to house 1300 Immigration and
 22 Custom Enforcement (ICE) inmates without going through a Request for Proposal
 23 process. Thus, per the agreement between GEO and the City, the City entered into
 24 the IGSA with ICE on or around May 2011 for the detention and care of immigrant
 25 detainees. This information was explained in detail in an Agenda Report dated May
 26 17, 2011 that is attached to the Appendix of Exhibits as Exhibit "L."

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1 5. In May 2011, I signed off on a Service Contract that was made
 2 between the City and GEO. The City entered into a contract with GEO to manage
 3 and operate the Adelanto Detention Facility (“Facility”), care for the detainees
 4 within the Facility, and to otherwise perform the City’s responsibilities and
 5 obligations set forth in the Intergovernmental Services Agreement (“IGSA”). Per
 6 the agreement, GEO was required to perform all duties and accept all
 7 responsibilities incumbent on the City pursuant to the IGSA. Attached to the
 8 Appendix of Exhibits as Exhibit “M” is a true and correct copy of the 2011 contract
 9 between the City and GEO.

10 6. In effect, GEO entered into contract with ICE through an
 11 intergovernmental service agreement with the City. It was clearly delineated in the
 12 aforementioned agreements that GEO would operate and manage the day-to-day
 13 operations at the Facility. In other words, the City did not retain control of the
 14 operations at the Facility in light of its agreement with GEO.

15 7. Before entering into the May 2011 contract with GEO, I thoroughly
 16 vetted GEO to ensure that it was capable of providing the services that were
 17 required of it. I was aware that GEO was already operating another facility in the
 18 City, and that GEO was one of the largest national companies that specialized in
 19 privatized corrections, detention, and mental health treatment. GEO had a long
 20 standing reputation and documented experience in operating private facilities.

21 8. I met with George Zoley, the founder and CEO of GEO, and several
 22 GEO personnel before I recommended that the City contract with GEO. It was (and
 23 still is) a policy of the City to thoroughly vet and research any agency, business,
 24 corporation, etc. prior to committing to a contract with said agency, business,
 25 corporation, etc., which I did here.

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9. During my tenure as City Manager, I visited the Facility to discuss operations and assess whether it was being managed properly. I had open communication with the Warden and if an issue came to my attention, I would speak to the Warden in order to resolve the issue. I was also invited to attend quarterly meetings at the Facility.

10. In addition to my visits to the Facility, I was aware that ICE was present at the Facility and, thus, overseeing the management and operations. Also, the Nakamoto Group, a contractor hired by Immigration and Customs Enforcement (ICE) to inspect its facilities, conducted inspections of the Facility that I was notified of.

11. To keep the City apprised of operations at the Facility, GEO would forward correspondence between GEO and ICE to the City and ICE would provide the City with the findings from any reviews or inspections at the Facility. Also, periodically, GEO personnel would attend City Council meetings.

12. As the City Manager, it was my understanding that if a serious issue existed at the Facility it would be brought to the City's attention by GEO, ICE, the Nakamoto Group, or any of the various agencies that inspected the Facility. However, I was never apprised of any issues, which was consisted with my understanding of GEO's long standing reputation for providing competent and quality services in running private correction and detention facilities.

I declare under penalty of perjury under the laws of California and the United States of America that the foregoing is true and correct.

Executed on 11/14, 2019, at 11:10 a.m., California.

JAMES HART